

1953, intestate and leaving as his only heirs at law eight (8) children, all of whom, with their respective spouses, executed the Power of Attorney dated November 27, 1953, which is marked "Exhibit D" and filed herewith and prayed to be taken as part hereof, said Power of Attorney authorizing your Petitioner to deed the real estate above described to the purchasers thereof upon receiving the price therefor and to settle the personal estate of the said decedent and pay over the net estate to Edwin F. Fox and Katherine Fox McKinney.

6. That three of the creditors of the said Elwood Morgan and Winifred Morgan, his wife, have recorded judgments against the said vendees as follows:

C. W. Wood, recorded 8/8/53 in Magistrate's Docket, Liber 10, Folio 200, for \$125.00; Union Bridge Banking and Trust Co., recorded on 12/1/53 in the same Magistrate's Docket at Folio 218 for \$225.00 and \$250.00, and Grover C. Barton, recorded as 165 Trials, December Term 1953 for \$425.00.

7. That thereafter the prospective purchasers of the property, the said Clarence M. Koontz and Grace K. Koontz, his wife, refused to go through with their agreement because of the refusal of The Farmers and Mechanics - Citizens National Bank to loan them the necessary funds, the bank's refusal being based on the next to last paragraph of said deed, Exhibit "A", which provides as follows:

"AND THE GRANTEE herein, for himself, his heirs, executors, administrators or assigns, covenants that he will not, nor will he permit others to sell or conduct the business of selling alcoholic beverages of any kind or nature whatsoever, on the said property hereinbefore conveyed; and the Grantee herein for himself, his heirs, executors, administrators or assigns, further covenants, that he will tend and care for the grave yard adjacent to the property hereinbefore conveyed, and will keep the same reasonably neat and clear of briars and undergrowth; and the said Grantee herein, further covenants and agrees for himself, his heirs, executors, administrators or assigns, that the foregoing covenants shall and are hereby construed to be covenants running with the land."

8. That subsequent to the refusal to purchase your Petitioner advertised said property at public auction as evidenced by the Certificate of Publication, filed herewith as "Exhibit E", and on Saturday, April 17, 1954, at 10:00 o'clock A.M. at the Court House Door in Frederick City, Frederick County,